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UNITES STATES PATENT AND TRADEMARK OFFICE (USPTO)
DIRECTOR OF USPTO OFFICE
P.O. BOX 1450
ALEXANDRIA, VA 22313-1450

FROM: CZESLAW MAZUR, INVENTOR AND FORMER CLIENT
PATENT N 09/911,347

RE: MALPRACTICE BY GERALD PRICE, MY FORMER ATTORNEY
OF RECORD

With this letter I would like to Petition USPTO to disqualify Mr. Gerald Price from the ranks of approved Patent Attorneys.

Mr. Price committed multiple acts of malpractice and fraud as my attorney. He fraudulently extorted monies from me under the pretense of making changes to my application. In reality he has not done anything. I paid him twenty three hundred dollars for the job he contracted to do for four hundred. That is almost six times more then agreed. For statement of facts see attached.

Mr. Price lied to me and confused me to elicit money from me. He always insisted that I pay him in cash, never gave me any receipts with the exception of few signatures on yellow notepad. He made up excuses and false reasons for me to keep paying. Even now as I write this letter, Mr. Price keeps calling with some new bogus claims trying to extort more money from me.

I am an old person. I do not have much money. All I have is a dream of my invention making it big. Mr. Price almost robbed me of my dream my negligently sabotaging my application and breaking confidentiality of our communications by sharing my invention with other unidentified people. Please take action. Please protect me and future victims from Mr. Price.

Sincerely,

Czeslaw Mazur, Inventor

11/18/2003



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DIRECTOR OF USPTO OFFICE

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ALEXANDRIA, VA 22313-1450

FROM: CZESLAW MAZUR, INVENTOR AND FORMER CLIENT

RE: MALPRACTICE BY **GERALD PRICE**, MY FORMER ATTORNEY OF
RECORD

Summary:

I was a client of Gerald Price from May 2002 to May 2003. During that year Mr. Price was listed as my attorney of record on my invention application **N 09/911,347** with Patent and Trademark office (PTO). I have retained Mr. Price to produce abstract and description of my invention to complete my application for agreed sum of four hundred dollars (\$400). Mr. Price breached the confidentiality of our arrangement by sharing blueprints of my invention with other unidentified individuals despite my protest. Mr. Price kept finding non-existent faults with my patent application and manufacturing excuses to extort money from me under the pretense of improving my patent application. For example, Mr. Price told me that my invention drawings (blueprints) had to be redone. I agreed to pay him 1000 dollars for that job. Mr. Price took my blueprints and six weeks later brought them back unchanged. In my presence he numbered the parts of the invention with a pencil. This was the extent of the re-doing, for which he charged 1000 dollars. I would have never agreed to pay him 1000 dollars for simply numbering the parts the invention, since I was capable of doing it myself. Mr. Price defrauded me by misrepresenting the tasks. Mr. Price did not add any new data or information to my patent application. His excuses were false and he defrauded me of my money. To this day I have paid Mr. Price twenty three hundred dollars (\$2,300) for job he contracted to do for four hundred dollars (\$400). While Mr. Price was my attorney of record with PTO, my patent application status was changed into abandonment at least once. In addition, PTO informed me that Mr. Price is no longer an approved active licensed attorney with their office in May 2003. Mr. Price has not bothered to alert me of this fact himself.

Statement of Facts:

I was referred to mr. Price by my polish-english interpreter, Elizabeth Raschke. I called Mr. Price and we made an appointment to meet at the local Denny's Restaurant located on Sunset in Hollywood.

May 25, 2002.

First Meeting with Gerald Price.

At the meeting I have explained to Mr. Price that I need to hire a licensed patent attorney to help me with an abstract and description parts of my patent application. By

that time I have already submitted an application and paid for a required search. I showed Mr. Price a letter from PTO requesting a submission of abstract and description only. After reading PTO letter, Mr. Price told me that he can do my abstract and description for four hundred dollars (\$400). I agreed to pay him four hundred for abstract and description. I gave him three hundred and fifty dollars (\$350) in cash on the spot, so that he could get started on the job. The remaining balance of fifty (\$50) dollars was to be paid at our next meeting. Mr. Price told me that he will give me a receipt for the full sum of four hundred dollars (\$400) at the next meeting and refused to give out a partial receipt.

Jun 1, 2002.

Second Meeting with Gerald Price.

Gerald Price called me on the phone to arrange for a meeting on June 1, 2002 at the Denny's. He told me to bring drawings of my invention with me. When I arrived at Denny's with my drawings, Mr. Price was sitting alone in the booth. As I sat down next to him and placed drawings on the table in front of us, another man came up to our table and sat down. Mr. Price told me that this man is an attorney and his co-worker from the office. He instructed his friend to take the blueprints of my invention to the office. I did not want to give my drawings to a stranger. I told my attorney that I do not want to discuss my invention with anyone else but him. Mr. Price got upset and yelled to me that this unidentified guy is a friend and attorney. Over my protest Mr. Price began discussing details of my invention with an unidentified person in my presence. They were both peering through my drawings. As soon as Mr. Price's friend left, Gerald's phone rang. After speaking on the phone, Mr. Price told me that he was just informed by the Patents Office that my patent application is incomplete and that I need to pay for a search. I told him that a search has already been performed. Mr. Price told me that my search is no good because the search had to be done by an attorney at the PTO. He said that he can commission a friend at PTO to do a search for five hundred dollars (\$500) and that it would be a good search. I was confused and unsure, but Mr. Price convinced me that another search is necessary. So, I went to the nearest ATM and got five hundred dollars in cash. I brought the money to Mr. Price and asked for a receipt. Mr. Price signed a page in his yellow notebook and wrote a number on top of it. He handed me the page as a receipt.

June 15, 2002**Phone Conversation with Gerald Price.**

Mr. Price called me on the phone to tell me that my search was ready. He said that he will send me the results of the search by mail. Mr. Price also told me that he was informed by his friends at PTO that my application is no good, because my drawings (blueprints) have to be redone. I asked him what was wrong with the blueprints. He said that they are no good and that we must re-do them for my application to proceed any further. Mr. Price told me that it will cost 1000 dollars to re-do the drawings. I did my blueprints myself and I asked Mr. Price what was wrong with them. He said that there is no question that these drawings are no good and have to be re-done completely. I agreed to pay him 1000 dollars for that job. Mr. Price took my blueprints and six weeks later brought them back unchanged. In my presence he numbered the parts of the invention drawing with a pencil. This was the extent of the re-doing, for which he charged 1000 dollars. I would have never agreed to pay him 1000 dollars for simply numbering the parts the invention, since I was capable of doing it myself. Mr. Price defrauded me by misrepresenting the tasks.

June 22, 2002

I met with Mr. Price to give him one thousand dollars to re-do my drawings. He told me that I owe him two hundred dollars more, for the phone calls and correspondence he sent on my behalf. I agreed to pay him this sum, provided he can give me a full accounting at the end of our dealing. He said that he will give me a full report, come due time. I went to the cash machine and got two hundred for Mr. Price. I told that time is of the essence, because the deadline for submission of any corrections to the patent application was only four days away. I called his number four days in the row to remind him that he has to do my drawings fast. He did not pick up the phone or return any of my calls during that time.

June 26, 2002

Because I did not get any feedback from Mr. Price, I sent a letter to PTO requesting a time extension. Two month time extension was granted. I left a message for Mr. Price informing him of the time extension and encouraging him to finish the drawings as soon as possible.

July 13, 2002

Mr. Price called me on the phone requesting a meeting. We met the same day. He assured that he is working on my case and requested that I pay him two hundred and fifty dollars for the phone calls and correspondence sent on my behalf. He convinced me that it was his friend at PTO that was solely responsible for the extension of time I have received. I went to the cash machine and got two hundred and fifty dollars for Mr. Price.

July 22, 2002

I received the results of the search. To my surprise, I learned that it was the same search as the one done before. I called Mr. Price and asked him why he had me pay for something I already had. Mr. Price told me that a patent search had to be done by an attorney inside the Patent Office to be good. Mr. Price explained, that it was his friend within PTO that did the search, and only searches within PTO can become a part of the record. By his reasoning, my previous search was not good, because it was not done by an attorney within a Patent Office.

June 26, 2002 through August 29, 2002.

I have called Mr. Price everyday including on the weekends to inquire about the progress of my application. Mr. Price was avoiding my calls, as he never once picked the phone or returned my call.

August 09, 2002

I have received a letter of abandonment from PTO. Abandonment means that necessary documents were missing from my patent application and the deadline for submission has passed. I have once again requested an extension from PTO, explaining my situation. A second extension was granted.

August 30, 2002

I have finally reached mr. Price. I told him that my documents are on August 31st and he should give me my drawings. I was very upset with mr. Price and told him that I will sue him if he does not return my documents.

August 31, 2002.

I met Mr. Price at Denny's. Mr. Price brought my original blueprints. Then he took a pen and drew arrows next to each part of the apparatus depicted in the drawings by hand. In my presence he numbered the parts of the invention drawing with a pencil. He

asked me to tell him the numbers correlated with each part of the apparatus from the description. I complied and he added the numbers to the arrows on the drawing from my words. This was the extent of the re-doing, for which he charged 1000 dollars. I would have never agreed to pay him 1000 dollars for simply numbering the parts the invention, since I was capable of doing it myself. Mr. Price defrauded me by misrepresenting this task. Mr. Price handed me the "redone" drawings, abstract and description to be mailed to Patents Office. I rushed to the post office. I paid extra for expedited mail service because it took Mr. Price three month to do his job.

I have received a letter of abandonment from PTO on September 09,2002 because my documents did not arrive yet. I have petitioned to review the abandonment. I went to the post office and procured a letter from Postmaster which explained that the mail was delayed for reasons beyond my control. PTO removed abandonment status from my application.

I had no contacts with Mr. Price for the next nine month. He has not called me or tried to contact me in any way.

May 2003.

Almost a year later, Mr. Price called me and told me that he has some information for me from the Patent Office. He told me to bring my paperwork with me. We met the same day at Denny's. I brought my paperwork with me and placed it in front of me on the table. Mr. Price told me that I owe him four hundred and fifty dollars. (\$450). He said that he had his friend inside PTO review the abandonment and decide it in my favor. He said that he himself paid his friend in Washington, DC for this review, and now he needs me to reimburse him. I refused to pay Mr. Price any money for abandonment review, unless he provides me a bill from another attorney clearly stating that he worked for my cause. Moreover, I asked Mr. Price to provide me with an accounting of the services he did for me for the sum that I paid him. The total paid by May 2003, was twenty tree hundred dollars. (\$2300). I told him that I will sue him for the money he stole from me. At that point Mr. Price got angry with me and told me that I could never prove that I gave him any money at all. He grabbed a stack of papers and fished out a yellow sheet with his signature on it, that he gave me previously as a

receipt. He told me that unless I pay him, I will never receive a patent in my name. With that he walked away.

I called Patent Office and had them remove Mr. Price as a contact from my record. PTO officers informed me that correspondence on my behalf was sent to Mr. Price and forwarded copies of it to my address. To this day Mr. Price has not provided me with his accounting or with any correspondence in my name.

Record of Monies paid to Mr. Price

Date Paid	Amount Paid	Reason stated for payment
May 24, 2002	350\$ In Cash	Mr. Price agreed to do Claim, Abstract and Specification for the sum of 400\$.
June 01, 2002	500\$ In Cash	Mr. Price received this money for the Patent Search.
June 22, 2002	1000\$ In Cash	Mr. Price requested this amount to re-do my drawings (blueprints). Six weeks later, he returned my blueprints to me unchanged.
June 22, 2002	200\$ In Cash	Mr. Price told me that he incurred these expenses while making phone calls and sending out correspondence on my behalf. He promised to provide me with full accounting report at the end of our dealings.
July 13, 2002	250\$ In Cash	Mr. Price told me that he incurred these expenses while making phone calls and sending out correspondence on my behalf.
May 2003	Refused to Pay absent accounting	Mr. Price requested that I pay him 450\$ for his input in changing my application status from Abandonment to Current. I refused to pay.
TOTAL PAID:	2300\$ In Cash	

I certify that above statement is true to the best of my knowledge and abilities.

<u>11.18.2003</u>	<u>CZESLAW MAZUR</u>	<u></u>
Date	Name	Signature